

### **REMARKS**

In summary, claims 1-25 are pending. Claims 1, 8 and 16 are independent. Claims 1-7 are rejected under 35 U.S.C. 35 § 112. Claims 1-7 are rejected under 35 U.S.C. 35 § 111. Claims 1, 4, 5, 8-18, 21, 24, and 25 are rejected under 35 U.S.C. § 102. Claims 2, 3, 6, 7, 19, 20, 22, and 23 are rejected under 35 U.S.C. 35 § 103. Applicant respectfully traverses the rejections. Claims 1-8 and 16-22 are herein amended without adding new matter. Reconsideration in view of the foregoing amendments and following remarks is respectfully requested.

Applicants do not believe the amendments are necessary to overcome the cited art of record. Instead, they are implemented to move prosecution of the patent application forward by further distinguishing the claimed subject matter over the cited art of record. The amendments to the independent claims are directed to a common licensing component common to a variety of licenses for a computer program permitting a variety of rights in it. In other words, there is more than one solitary fixed right of use/enablement in a solitary fixed license. Pre-existing dependent claims are already directed to a common licensing component common to a variety of different computer programs. Support for the amendments can be found, for example, in paragraph 0006 of the Published Application. Published Application, ¶ 0006 (“locate one or more valid, correctly bound licenses that contains the named right.”); see also ¶ 0231 (“the API allows the software to determine what rights are present in the license”); see also original claim 3.

#### **Telephone Conversation With Examiners**

Examiner Murdough and Examiner Fisher are thanked for the telephone conversation conducted on October 7, 2008. Proposed claim amendments were discussed. Cited art was discussed. Rejections under 35 U.S.C. § 101 were discussed. Applicants’ representatives agreed to amend claim 1 to recite a processor. It appears that the proposed amendments overcome the rejections based on cited art.

**Rejection of Claims 1-7 under 35 U.S.C. § 112**

Claims 1-7 are rejected under 35 U.S.C. 35 § 112, 2<sup>nd</sup> paragraph, as indefinite for reciting a “method” carried out by the system. Without prejudice or disclaimer, each occurrence of “method” has been replaced by “component” and claim 1 now recites “a processor.” Accordingly, Applicants respectfully request withdrawal of the rejection.

**Rejection of Claims 1-7 under 35 U.S.C. § 101**

Claims 1-7 are rejected under 35 U.S.C. 35 § 101 for reciting a “method” carried out by the system. Without prejudice or disclaimer, each occurrence of “method” has been replaced by “component” and claim 1 now recites “a processor.” Accordingly, Applicants respectfully request withdrawal of the rejection.

**Rejection of Claims 1, 4, 5, 8-18, 21, 24 and 25 under 35 U.S.C. § 102(e)**

Claims 1, 4, 5, 8-18, 21, 24, and 25 are rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent Publication No. 2002/20161718 published to Coley *et. al.*, (hereinafter referred to as “Coley”). Applicants traverse the rejections.

Coley fails to teach or suggest claim 1, as amended, “A system comprising: a processor for supporting configured to support the enforcement of a license for a computer program subject to use under a plurality of licenses each permitting different rights in the computer program, the ~~system~~ processor comprising: a licensing component common to the plurality of licenses for the computer program” Claim 1 (as amended).

Coley fails to teach or suggest claim 8, as amended, “A method of restricting the use of a computer program associated with a plurality of licenses, ~~the~~ each license specifying at least one right in the computer program, the method comprising: invoking a licensing service common to the plurality of licenses by . . .” Claim 8 (as amended).

Coley fails to teach or suggest claim 16, as amended, “a computer program that is subject to use under a plurality of licenses each permitting different rights in the computer program, the method comprising: . . . determining that the right is contained in a particular license among the plurality of the licenses . . .”

Claims 1, 8, and 16, as amended, pertain to a common licensing component common to a variety of licenses for a computer program permitting a variety of rights in the computer program. Coley does not teach or suggest this. In contrast to the claims, Coley pertains to a solitary fixed right of use/enablement in a solitary fixed license for a solitary fixed use computer program. Coley, Summary.

The foregoing remarks apply equally well to all claims 1-25.

Further, with respect to claims 1-7, 11, 12 and 25, Coley fails to teach or suggest that the license store stores a set of data associated with a right. The Office Action cites paragraph 0050 against this limitation. However, paragraph 0050 refers only to a timed license, which the Office Action cites as teaching the trust store storing dynamic data.

The claimed set of data in the license store associated with a right is distinct from the dynamic data stored by the trust store. See, e.g., Published Application, ¶ 0008 (“A right may be associated with information, which becomes available after a successful call to the ‘consume right’ method. For example, a given software product may have individual rules about when it is permissible to edit, print, save, etc., and these rules can be stored in the license that contains the right. The API provides a ‘get information’ method that allows this information to be retrieved from the license.”); see also FIG. 5 and ¶¶ 0234-237 (discussing information associated with right).

Similarly, with respect to claims 1-7, 11, 12 and 25, Coley also fails to teach or suggest the claimed information retrieval. The Office Action cites “Figure 2(cont.), B-A” against this limitation. However, this does not teach or suggest the claimed information retrieval where the

set of data or information based on the set of data associated with the right are provided to the computer program. Coley's Figure 2 (cont.) does not teach or suggest providing a set of data associated with a right to a computer program. Coley only teaches providing an indication of enabled or disabled to the client.

Accordingly, Applicants respectfully request withdrawal of the rejection of claims 1, 4, 5, 8-18, 21, 24 and 25 are rejected under 35 U.S.C. § 102(e).

**Claim Rejections - 35 U.S.C. §103**

Claims 2, 3, 6, 7, 19, 20, 22, and 23 are variously rejected under 35 U.S.C. 35 § 103 in view of Coley in combination with official notice (claim 2), U.S. Patent No. 5,375,206, issued to Hunter et al. (hereinafter referred to as "Hunter") (claims 3, 6, 7, 19, 20 and 23), or U.S. Patent No. 5,563,946, issued to Cooper et al. (hereinafter referred to as "Cooper") (claim 22).

Applicants traverse the rejections.

Previous remarks apply equally well here to the rejection of claims 2, 3, 6, 7, 19, 20, 22 and 23. Coley does not teach what it is purported to teach and, further, fails to teach or suggest the claims as amended.

Additionally, it is respectfully submitted that the Office Action misstates what Coley discloses and, therefore, what the combination of Coley and official notice discloses. The Office Action argues that paragraph 0021 of Coley teaches that licensing component is used by a plurality of computer programs. However, paragraph 0021 of Coley only teaches tracking the use of applications. Furthermore, claim 2 has been amended to further distinguish Coley. See, e.g., claim 2, as amended ("wherein said licensing component is common to and usable by a plurality of different computer programs and said license store stores licenses for the plurality of different computer programs"). Coley does not teach or suggest a common licensing component common to a plurality of different computer programs, wherein the license store stores licenses for the plurality of different programs.

Additionally, it is respectfully submitted that the Office Action misstates what Hunter discloses and, therefore, what the combination of Coley and Hunter disclose. Hunter discloses a call (periodic license renewal message) translator interposed between an application and a vendor supplied network license server (limiting the simultaneous number of users of an application) to make the application work with any type of network license server. Hunter, Abstract. The call translator uses a translation table that translates a call based on the installed network license server. Id.

Contrary to what the Office Action argues, Hunter does not disclose the claimed plurality of licenses in a license store. Instead, all that is stored in Hunter is merely a call translation table. Hunter, FIG. 8; col. 7, ll. 40-50 (“FIG. 8, block 802 shows an example of the translation table entries for the NetLS vendor specific library routines. Block 804 shows the translation table entries for the Flexlm vendor specific library routines, and block 806 shows the translation table entries for the SunNET vendor specific library routines. As shown in each of the blocks, the entries are position dependent, which allows the information supplied by the licensed application program to be easily translated into the information needed by, the vendor specific library routines.”).

Further, Hunter only discloses a set of stored routines, not licenses. Hunter, FIG. 2 (208); col. 4, ll. 9-15 (“translation table (LMTT) 210 to translate the request from the licensed application program 202 into a set of requests for a particular set of vendor specific library routines 208. The vendor specific library routines 208 then communicate to a vendor specific license server 214, typically located in another node of the network.”). Just the same as Coley, Hunter discloses that the same licenses for the same software are stored by vendor supplied license servers. Hunter, FIG. 2 (214). Adding Hunter to Coley does nothing to make up for the lack of disclosure by Coley.

Further still, claims 1 and 3 have been amended to further distinguish them. Claim 1 now recites a plurality of different licenses defining different rights for a computer program. Claim 1,

as amended (“a computer program subject to use under a plurality of licenses each permitting different rights in the computer program, the ~~system~~ processor comprising: a licensing component common to the plurality of licenses for the computer program”). A plurality of different licenses for one computer program is not taught or suggested by Coley alone or in any combination.

Thus, even if the combinations were proper to begin with and not based on improper hindsight, they would still fail to teach the claimed subject matter as previously or presently presented. Accordingly, Applicants respectfully request withdrawal of the rejection of claims 2, 3, 6, 7, 19, 20, 22 and 23 under 35 U.S.C. 35 § 103.

Any amendments made during prosecution of the pending application are without abandonment of subject matter. Applicants expressly reserve the right to, in the pending application or any application related thereto, reintroduce any subject matter removed from the scope of claims by any amendment and introduce any subject matter not present in current or previous claims.

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**PATENT**

### **CONCLUSION**

In view of the foregoing amendments and remarks, it is respectfully submitted that this application is in condition for allowance. Reconsideration of this application and an early Notice of Allowance are respectfully requested.

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